

**Exhibit A-2**  
**Revised Proposed Order - Redline**

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and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**[PROPOSED] ORDER PURSUANT TO  
11 U.S.C. § 327 AND FED. R. BANKR. P.  
2014(a) AND 2016 FOR AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF  
DELOITTE & TOUCHE LLP FOR  
INDEPENDENT AUDIT AND ADVISORY  
SERVICES FOR THE DEBTORS EFFECTIVE  
AS OF THE PETITION DATE**

1           Upon the Application, dated May 22, 2019 (the “**Application**”),<sup>1</sup> of PG&E Corporation  
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in  
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases  
4 (the “**Chapter 11 Cases**”), pursuant to sections 327 and 328 of title 11 of the United States Code  
5 (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure  
6 (the “**Bankruptcy Rules**”), requesting authority to retain and employ Deloitte & Touche LLP  
7 (“**Deloitte & Touche**”) as independent auditor and advisor for the Debtors effective as of the Petition  
8 Date, all as more fully set forth in the Application; and this Court having jurisdiction to consider the  
9 Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order*  
10 *Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-  
11 1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of  
12 California (the “**Bankruptcy Local Rules**”); and consideration of the Application and the requested  
13 relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this  
14 Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice  
15 of the Application as provided to the parties listed therein is reasonable and sufficient, and it appearing  
16 that no other or further notice need be provided; and this Court having reviewed the Application, the  
17 Gillam Declaration, and the Supplemental Gillam Declaration; and this Court having found and  
18 determined that the relief sought in the Application is in the best interests of the Debtors, their estates,  
19 creditors, shareholders, and all parties in interest; and that the legal and factual bases set forth in the  
20 Application establish just cause for the relief granted herein; and after due deliberation and sufficient  
21 cause appearing therefor,

22           **IT IS HEREBY ORDERED THAT:**

- 23           1.       The Application is granted as provided herein.
- 24           2.       The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy  
25 Code and Bankruptcy Rules 2014(a) and 2016, to retain and employ Deloitte & Touche as their  
26

27  
28           <sup>1</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such  
terms in the Application.

1 independent auditor and advisor in these Chapter 11 Cases in accordance with the terms and conditions  
2 set forth in the Engagement Agreements to perform the Services as contemplated in the Application,  
3 effective as of the Petition Date.

4 3. If the Debtors and Deloitte & Touche enter into any additional agreements for the  
5 provision of additional services by Deloitte & Touche, Deloitte & Touche and the Debtors will seek  
6 separate retention orders with regard to any such additional agreements.

7 4. Notwithstanding anything to the contrary contained herein or in the Application or the  
8 Engagement Agreements, Deloitte & Touche shall file interim and final fee applications for allowance  
9 of compensation and reimbursement of out-of-pocket expenses in accordance with the applicable  
10 provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the *United*  
11 *States Bankruptcy Court Northern District of California Guidelines for Compensation and Expense*  
12 *Reimbursement of Professionals and Trustees*, effective February 19, 2014 (the “**Local Guidelines**”),  
13 the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of*  
14 *Expenses Filed under 11 U.S.C. § 330*, effective January 30, 1996 (the “**U.S. Trustee Guidelines**,”  
15 and together with the Local Guidelines, the “**Fee Guidelines**”), the *Order Pursuant to 11 U.S.C. §§*  
16 *331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim*  
17 *Compensation and Reimbursement of Expenses of Professionals* [Docket No. 701], and any further  
18 Orders of the Court in these Chapter 11 Cases regarding professional compensation and reimbursement  
19 of expenses (the “**Orders**”).

20 5. Notwithstanding the prior paragraph, the fixed fees payable to Deloitte & Touche  
21 pursuant to the Engagement Agreements are hereby approved as reasonable and shall be  
22 (i) compensated and reimbursed pursuant to the Bankruptcy Code in accordance with the terms of the  
23 Engagement Agreements, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy  
24 Rules, the Bankruptcy Local Rules, the Fee Guidelines, and the Orders and (ii) subject to review only  
25 pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to  
26 the standard of review set forth in section 330 of the Bankruptcy Code, except that the U.S. Trustee  
27 may review such compensation under sections 330 and 331 of the Bankruptcy Code and the Court  
28 retains jurisdiction to consider the U.S. Trustee’s response or objection to Deloitte & Touche’s interim

1 and final fee applications on all grounds, including, but not limited to, reasonableness pursuant to  
2 section 330 of the Bankruptcy Code.

3 6. Deloitte & Touche shall include in its fee applications, among other things, time records  
4 setting forth a summary description of the services rendered by each professional, with the exception of  
5 clerical staff, and the amount of time spent on each date by each such individual in rendering services  
6 on behalf of the Debtors in one-half hour (0.5) increments.

7 7. Notwithstanding anything in the Engagement Agreements to the contrary, Deloitte &  
8 Touche shall not be entitled to charge the Debtors for fees incurred in connection with the defense of  
9 any objection filed regarding its fee applications in these chapter 11 cases.

10 8. ~~7.~~ Deloitte & Touche shall provide reasonable notice to the Debtors and the U.S.  
11 Trustee of any increase of the hourly rates listed in the Gillam Declaration and the U.S. Trustee retains  
12 all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness  
13 standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are  
14 subject to review by the Court.

15 9. ~~8.~~ The indemnification, contribution, and reimbursement provisions set forth in certain  
16 of the Engagement Agreements are approved, *provided, however*, that with respect to the Services  
17 performed from the Petition Date to the effective date of any chapter 11 plan of the Debtors the  
18 indemnification, contribution, and reimbursement provisions set forth in such Engagement Agreements  
19 are subject to the following terms:

- 20 a. Deloitte & Touche shall not be entitled to indemnification, contribution or  
21 reimbursement for services other than the services provided under the Engagement  
22 Agreements, unless such services and the indemnification, contribution or  
23 reimbursement therefore are approved by the Court; and  
24 b. Notwithstanding any provisions of the Engagement Agreements to the contrary, the  
25 Debtors shall have no obligation to indemnify Deloitte & Touche or provide  
26 contribution or reimbursement to Deloitte & Touche for any claim or expense that is  
27 judicially determined (the determination having become final) to have arisen from  
28 Deloitte & Touche's bad faith, negligence, or willful misconduct.

26 10. ~~9.~~ To the extent the Application is inconsistent with this Order, the terms of this Order  
27 shall govern.

28 11. ~~10.~~ The Debtors are authorized to take all steps necessary or appropriate to carry out

1 this Order.

2 12. ~~11.~~ This Court shall retain jurisdiction to hear and determine all matters arising from or  
3 related to the implementation, interpretation, or enforcement of this Order.

4 \*\* END OF ORDER \*\*  
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